

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL PLUS 3 CONTRACTS (MC2016-152)
NEGOTIATED SERVICE AGREEMENTS

Docket No.
CP2016-196

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
TO GLOBAL PLUS 3 NEGOTIATED SERVICE AGREEMENT**
(June 27, 2016)

On June 21, 2016, the Postal Regulatory Commission (Commission) issued Order No. 3378, adding the specific agreement that is the subject of this docket to the Global Plus 3 product. The agreement that is the subject of this docket is scheduled to go into effect on July 1, 2016.¹

Attached to this notice is Modification One,² which the customer and the Postal Service have executed, that adds an additional Article 44 to the agreement that is the subject of this docket. The additional article allows limited permit linking to the agreement that is the subject of this docket until August 31, 2016, subject to the terms of the modification. The modification is scheduled to go into effect when the agreement that is the subject of this docket goes into effect.

¹ Order No. 3378, Order Adding Global Plus 3 to the Competitive Product List and Approval of Designation as Baseline Agreement, Docket Nos. MC2016-152 and CP2016-196, June 21, 2016, at 3.

² A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its request and notice dated June 10, 2016, in this docket. Request of the United States Postal Service to Add Global Plus 3 to the Competitive Product List and Notice of Filing a Global Plus 3 Contract Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2016-152 and CP2016-196, June 10, 2016, Attachment 6.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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June 27, 2016

**MODIFICATION ONE TO THE
GLOBAL PLUS 3 SERVICE AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Contractholder") with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Contractholder on June 1, 2016, and signed by the USPS on June 2, 2016. The Contractholder and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to add an additional Article 44 of the Agreement, which states the following.

ARTICLE 44. LIMITED PERMIT LINKING UNTIL AUGUST 31, 2016

1. Notwithstanding Articles 7(13), 21(2) and 43(2) of this Agreement, when the Contractholder acts as Mailer, the Mailer may link a Non-Mailer Permit to the postage prices for Qualifying Mail under this Agreement, with the exception of the postage prices for PME1 and PMI under Annex 1A of this Agreement, only if

- (a) a Global Plus agreement signed by the USPS and the owner of the Non-Mailer Permit or its affiliates is not in effect; and
- (b) prior to June 23, 2016, the Non-Mailer Permit was linked to the Global Plus 1 Service Agreement between [REDACTED]

2. The linking of permits described in paragraph 1 of Article 44 may occur only until the sooner of

- (a) August 31, 2016, or
- (b) the day before a separate Global Plus agreement with the owner of the Non-Mailer Permit goes into effect.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals, hereinafter ("Conditions Precedent"), from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Contractholder prior to the Effective Date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Contractholder acknowledges that as part of securing approval of this Modification, and in other subsequent regulatory filings, the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-196). The Contractholder authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Contractholder further understands that any unredacted portion of the Modification or supporting

information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Contractholder has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:



Name:

~~Frank A. Cebello~~ Donald W. Ross

Title:

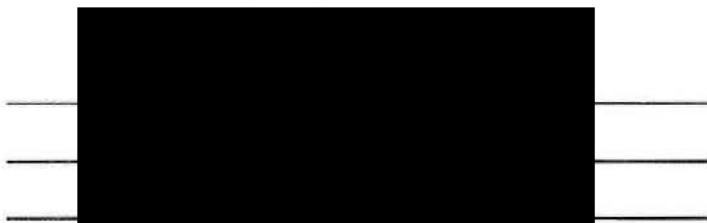
~~Director, International Sales~~ VP Global Ops

Date:

6/27/16

ON BEHALF OF 

Signature:



Name:

Title:

Date:

6/27/16